

FILED IN DISTRICT COURT
OKLAHOMA COUNTYIN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEC - 3 2018

RICK WARREN
COURT CLERK

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✓ FIRST UNITED BANK AND TRUST
COMPANY, successor by merger to FIRST
AMERICAN BANK,

Plaintiff,

vs.

Case No. CJ-2018-3538

RTS CONSTRUCTION, LLC; ROBERTO
FUENTES, a/k/a, ROBERTO FUENTES, SR., and
SANDRA FUENTES, husband and wife;
ROBERTO FUENTES, II; THE METHVIN FAMILY
TRUST, dated April 26, 2011; FORREST "BUTCH"
FREEMAN, OKLAHOMA COUNTY TREASURER;
OKLAHOMA COUNTY BOARD OF
COMMISSIONERS; JOHN DOE and/or JANE DOE,
Unknown Occupants of the Real Property,
Defendants.**JOURNAL ENTRY OF JUDGMENT**

NOW on this 30th day of Nov, 2018, comes on for hearing the foregoing case before the undersigned Judge, Plaintiffs, First United Bank and Trust Company, appearing by its attorney, Bill C. Lester; Defendants, RTS Construction, LLC, Roberto Fuentes, a/k/a Roberto Fuentes, Sr., Sandra Fuentes and Roberto Fuentes II, have failed to file any appearance, motion, or answer to the Petition, appear not; Defendants, Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, have filed an Entry of Appearance and Answer through Assistant District Attorney, Gretchen Crawford; Defendants, The Methvin Family Trust, dated April 26, 2011, have filed an Entry of Appearance and Answer through its attorney, Mia C. Rops and the Court being fully advised, having examined the Court files, Petition, and the Promissory Note, Mortgage and other instruments offered by Plaintiff, and the Court having heard the argument of counsel and the Court being well and truly advised, finds:

1) That it has jurisdiction of the subject matter and the parties, trial by jury having been waived and no necessity existing for a pre-trial conference, and no necessity existing for a Motion for Default Judgment. The Court finds that all other parties appear as set forth above; all appearing parties agree that this matter may be heard instant.

2) The Court finds that judgment should be rendered against the Defendants, RTS Construction, LLC, Roberto Fuentes, a/k/a Roberto Fuentes, Sr., Sandra Fuentes and Roberto

Fuentes II, and in favor of the Plaintiff, First United Bank and Trust Company, upon the Petition filed herein by the Plaintiff on June 29, 2018.

3) That the Plaintiff, First United Bank and Trust Company, should have and recover judgment against Roberto Fuentes, a/k/a Roberto Fuentes, Sr. and Sandra Fuentes, finding that there is due, owing and unpaid to Plaintiff on the Promissory Note and Mortgage sued upon the sum of \$68,742.84 principal and interest computed to June 8, 2018, plus interest accruing thereafter at the rate of 6.500% per annum, until paid; plus reasonable attorney's fee in the amount of \$3,500.00 for Plaintiff's attorney, Bill C. Lester, to whom the note was delivered after default for collection plus abstracting, taxes, and insurance, and Court costs. Plaintiff owns a good and valid second mortgage on the following described property situated in Oklahoma County, Oklahoma, to-wit:

Lot Nine (9), in Block Three (3), of MEADOW OAK ADDITION, an Addition to Midwest City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof.

The Real Property or its address is commonly known as 8717 Cedar Lane, Midwest City, Oklahoma 73110.

superior to the claims of all Defendants, except the lien of Defendant, the Methvin Family Trust, dated April 26, 2011, for its mortgage recorded in Book 12736 at Page 706 of the Oklahoma County Clerk's records and the lien of Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, Oklahoma for unpaid ad valorem taxes on the subject property, if any, same to be sold with appraisal of Praeipie filed, if not paid forthwith, said mortgages having been recorded in the office of the County Clerk of Oklahoma County, Oklahoma on May 3, 2018, in Book RE13725 at Page 1186.

4) The Court further finds that the Plaintiff, First United Bank and Trust Company has a special ownership interest by reason of the above mentioned note and security agreement and is entitled to the immediate possession of the following described personal property, to-wit:

All property now owned or hereafter acquired by RTS CONSTRUCTION, LLC, whether now or existing hereafter arising, and wherever located, including, but not limited to:

a) Inventory. All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used

or consumed in my business. "Inventory" means goods, other than farm products, which (A) are leased by a person as lessor; (B) are held by a person for sale or lease or to be furnished under a contract of service; (c) are furnished by a person under a contract of service; or (D) consist of raw materials, work in process, or materials used or consumed in a business. The term "Inventory" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

b) Accounts and Other Rights to Payment. All rights I have now or in the future to payments including, but not limited to, payment for property or services sold, lease, rented, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor of mine. "Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care-insurance receivables. The term "Accounts" does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit or rights to payment, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card. The term "Account" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

C) Equipment. All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the Property, but such a list is not necessary for a valid security interest in my equipment. "Equipment" means goods other than inventory, farm products, or consumer goods. The term "Equipment" is defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

AND

2007 Freightliner Sprinter Van, VIN # WDYPE745375207465.

5) That default occurred under said Note, Mortgage and Security Agreements as alleged in the Plaintiff's Petition and Plaintiff as owner and holder of said Note, Mortgage and Security Agreement is entitled to judgment as aforesaid.

6) That Plaintiff has elected as provided in the Mortgage, to accelerate the sum due and

foreclose same and will elect, at time judgment is rendered, to waive appraisalment or not.

7) That the Defendants, Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, have been served by summons herein on July 3, 2018; have filed an Entry of Appearance and Answer by their attorney, Assistant District Attorney, Gretchen Crawford, and have a valid lien on the real property involved herein for the unpaid ad valorem taxes. Pursuant to 68 O.S. §§ 2912, 2913, 3101, and 3105.

8) That the Defendant, the Methvin Family Trust, dated April 26, 2011, has a valid first mortgage on the real property involved herein by reason of a mortgage dated January 21, 2015, and filed of record in the office of the County Clerk of Oklahoma County on January 26, 2015, in the amount of \$32,400.33 to September 1, 2018, which lien is superior to the claims of all Defendants, except the lien of Defendant, Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, Oklahoma for unpaid ad valorem taxes on the subject property, if any.

9) The Court further examined the affidavit executed by the attorney for Plaintiff on file herein and finds there from that Plaintiff and affiant do not know and are unable to determine whether or not the Defendants, Roberto Fuentes, a/k/a Roberto Fuentes, Sr., Sandra Fuentes and Roberto Fuentes II, are in the military service of the United States of America or in the military service of any nation of which the United States of America may be allied in the prosecution of any war, and further finds that Plaintiff is unable at this time to make an affidavit that said Defendants are in the military service as aforesaid; that under the circumstances surrounding this cause of action, the court finds that no substantial rights of said Defendants would be prejudiced by the trial of this case at this time and that no bond is required under provisions of the soldiers and Sailors Relief Act of 1940, and amendments thereto, and the Court herewith orders that this matter proceed to trial against said Defendants without further notice.

10) That the Defendants RTS Construction, LLC, Roberto Fuentes, a/k/a Roberto Fuentes, Sr., Sandra Fuentes and Roberto Fuentes II, were served by publication, and after reviewing the affidavit for publication service, notice by publication and proof of publication, the Court finds that all are in due form and regular and statutory. That due, proper, legal and statutory notice by publication, as provided by law, has been had on said Defendants; that said Defendants are in default

in that they have wholly failed, neglected and refused to appear, answer or otherwise plead herein, and that by reason thereof the Court finds that said Defendants have no right, title, interest or estate in and to the real property the subject of this action as more specifically set forth in this journal entry of judgment; that the publication service herein should be approved and judgment entered accordingly. The Court finds that inquiry was made by Plaintiff into all reasonably available sources at hand, which inquiry failed to yield the information necessary to establish the whereabouts or mailing addresses of said Defendants. That Plaintiff and its attorney have exercised due diligence to ascertain the residences and /or mailing addresses of said Defendants by personally checking the primary sources at hand to determine the whereabouts of said Defendants before resorting to the use of publication process against said Defendants. That after judicial inquiry into the sufficiency of Plaintiff's search to determine the whereabouts of all Defendants served by publication, and into the evidence adduced, the Court finds that Plaintiff has exercised due diligence and has conducted a meaningful search of all reasonably available sources at hand, and that the publication service given herein meets both statutory requirements and the minimum standards of state and federal due process.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court, that service by publication upon RTS Construction, LLC, Roberto Fuentes, a/k/a Roberto Fuentes, Sr., Sandra Fuentes and Roberto Fuentes II, be and are hereby in all respects approved and adjudged to be in default, and that the allegations of the Plaintiff's Petition be taken and confessed as against the said Defendants, and each of them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Plaintiff, First United Bank and Trust Company, have and recover judgment against the Defendants, Roberto Fuentes, a/k/a Roberto Fuentes, Sr. and, Sandra Fuentes, that there is due, owing and unpaid to Plaintiff on the Promissory Note, Security Agreement and Mortgage sued upon in the sum of \$68,742.84 principal and interest computed to June 8, 2018, plus interest accruing thereafter at the rate of 6.500% per annum, until paid; plus reasonable attorney's fee in the amount of \$3,500.00, plus abstracting, taxes, and insurance, and Court costs herein, for all of which let execution issue on the above described real property with appraisal upon Praecipe filed, if not paid forthwith, the sale to be free and clear of all claims of all Defendants in said property, except for unpaid as valorem real

estate taxes, if any.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Plaintiff do have and recover of and from said Defendants all of the personal property above described, with costs herein expended; for all of which let execution issue.

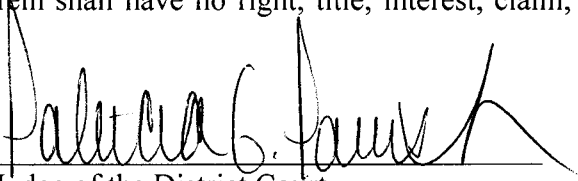
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendants, Forrest "Butch" Freeman, OKLAHOMA COUNTY TREASURER and Oklahoma COUNTY BOARD OF COUNTY COMMISSIONERS, have a valid lien on the real property involved herein for unpaid ad valorem taxes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the said Defendant, the Methvin Family Trust, dated April 26, 2011, have a valid lien on the real property involved herein by reason of a mortgage dated January 21, 2015, and filed of record in the office of the County Clerk of Oklahoma County on January 26, 2015, in the amount of \$32,400.33 to September 1, 2018, which lien is superior to the claims of all Defendants, except the lien of Defendant, Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, Oklahoma for unpaid ad valorem taxes on the subject property, if any.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon sale of the real properties under said Note and Mortgage, the proceeds from the sale shall be applied as follows, to-wit:

- FIRST: To the payment of all costs of sale and Court costs herein.
- SECOND: To the payment of any amount due the Defendants, Forrest "Butch" Freeman, Oklahoma County Treasurer and Oklahoma County Board of Commissioners, for any unpaid Ad Valorem taxes.
- THIRD: To the payment of the amount due Defendant, the Methvin Family Trust, dated April 26, 2011, under its Promissory Note and Mortgage.
- FOURTH: To the payment of the amount due Plaintiff, First United Bank and Trust Company, under its Promissory Note, Security Agreement and Mortgage, on the respective properties, together with interest, attorney fees and costs.
- FIFTH: The remainder, if any, as the Court may direct.

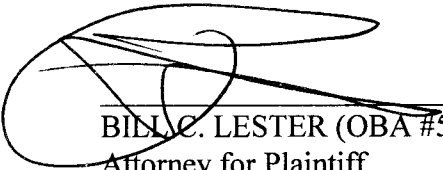
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon confirmation of the sale and delivery of Sheriff's Deed under Praecipe filed by Plaintiff under its Promissory Note and Mortgage, as aforesaid, said property shall be free and clear of the claims of all Defendants, and all persons claiming under said Defendants, and all persons claiming under said Defendants since the filing of the Petition herein shall have no right, title, interest, claim, lien or demand in or to said property.



Judge of the District Court

First United Bank & Trust, vs. RTS Construction, LLC, et al.
Oklahoma County Case No. CJ-2018-3538

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Bill C. Lester", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping tail.

BILL C. LESTER (OBA #5389)

Attorney for Plaintiff


212 West Main - P.O. Box 1407

Purcell, OK 73080

(405) 527-5623

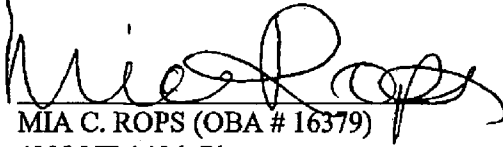
First United Bank & Trust, vs. RTS Construction, LLC, et al.
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APPROVED AS TO FORM:

for 
GRETCHEN CRAWFORD (OBA # T4651)
Assistant District Attorney
320 Robert S. Kerr, Room 505
Oklahoma City, OK 73102
(405) 713-1600

First United Bank & Trust, vs. RTS Construction, LLC, et al.
Oklahoma County Case No. CJ-2018-3538

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Mia Rops", written over a horizontal line.

MIA C. ROPS (OBA # 16379)
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